



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 DEP14998

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 CHUCK BOWMAN  
 304-558-2157

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/08/2010				

BID OPENING DATE: 07/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE BUFFALO COAL CO. PROJECT IN GRANT CO., TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE REVISED SITE DRAWING, REVISED PAGE ONE OF THE BID SCHEDULE, AND THE Q/A RESULTING FROM THE MANDATORY ON-SITE PRE-BID MEETING OF 06/17/10.						
BID OPENING DATE & TIME ARE EXTENDED FROM 07/15/10 TO 07/22/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						
***** THIS IS THE END OF RFQ DEP14998 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:  
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**Addendum #1 - Questions During Pre-Bid Conference  
For DEP 14998  
Buffalo Coal Company, Inc.  
Permit # U-2010-94**

The following questions were identified at the Pre Bid Conference (PBC). The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

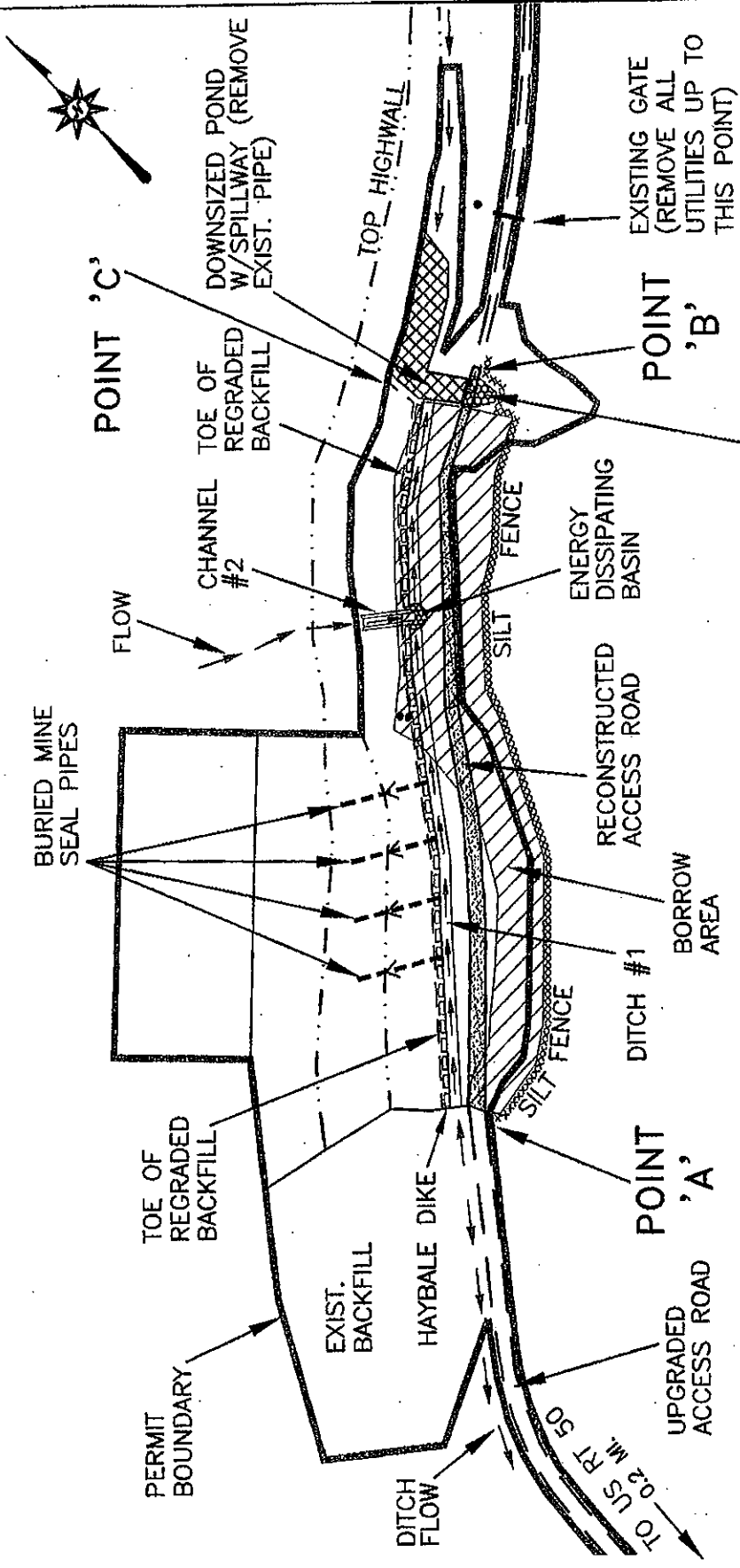
- **Delete item 7.0 "Soil Material" from the bid schedule. This item will NOT be used.**
  - **The "Reclaimed Project Site" drawing was missing from the Purchasing Division bid packet. This drawing was handed out at the PBC.**
- 1.) Q. On this pond you are removing an existing pipe at that impoundment and putting a ditch in, does it have a drive-thru to the gate?  
A. Yes, there is a drive-thru and it is included in the Pond Spillway and Ditch cross-sectional drawing. The drive-thru has 5H:1V side slopes in and out.
  - 2.) Q. Are we backfilling the highwall, or are we going 4 feet over the coal seam?  
A. We are going to use all of the available material and eliminate as much highwall as we can.
  - 3.) Q. Are we using all of the material to the low water crossing or the gate?  
A. Use all available material to the low water crossing.
  - 4.) Q. Do you have an elevation for the new road or where you want us to stop at?  
A. No, we have a cross sectional drawing to use as a guide, and the amount of material to be removed is up to the contractor to determine.
  - 5.) Q. There is no drainage underneath the road...the road is the lowest thing?  
A. Yes, that is correct.
  - 6.) Q. Do you have an estimate on the yardage of material for backfill?  
A. No, we do not have a yardage estimate.
  - 7.) Q. The road is not going to be below drainage, you are going to put the drainage back toward the new ditch at the toe of the backfill (toward the highwall)?  
A. Yes, everything on the highwall side of the road shall come toward the new ditch.  
**CLARIFICATION:** The area over the existing roadway shall be regraded to drain toward the low water crossing, and any area between the road and the new ditch shall drain toward the ditch. Any area between the road and the outer safety berm that does not drain toward the low crossing shall be drained by breaching the safety berm with some rock outlet apron protection to prevent erosion. Any costs and rock associated with this shall be incidental to the Construct New Access Road bid item (#13.0).
  - 8.) Q. How far over the hill can we go to get dirt?  
A. None, only take enough material below the existing road until the area may properly drain into new ditch and toward the low water crossing.

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For DEP 14998  
Buffalo Coal Company, Inc.  
Permit # U-2010-94**

- 9.) Q. How far up there are you going for material (toward the south end or Point A from drawing), you are showing that flow going that way (toward the main road)?  
A. We will start the backfilling at Point A from drawing, where the existing backfilled section stops.
- 10.) Q. If you are on pavement here, do we have to chip material out to get positive flow out of the mine pipes?  
A. We should be able to keep the mine seal pipes on top of pavement until they discharge into the new V-Ditch, it is the ditch that may have to be cut into the pavement in order to maintain positive drainage.
- 11.) Q. The construction limits are on that side of the road, and we are not allowed to go down to the pavement on that side of the road?  
A. No, only go as far as to provide adequate drainage on the regraded surface around the road, and maintain a safety berm to buffer the area over the hill.
- 12.) Q. How far out are we coming with the new ditch?  
A. The ditch shall be established at the toe of the fill, based on the height of highwall eliminated and a 2H:1V slope on the backfill material.
- 13.) Q. What is the elevation for the exit spillway (at the low water road crossing), or where does the final bottom elevation need to be set at?  
A. Use the existing invert of the spillway now as the top of the rock in the crossing bottom section.
- 14.) Q. Will the pond get eliminated?  
A. No, the pond will be downsized, but will remain for sediment control.
- 15.) Q. Do we have to treat this water (from the pond)?  
A. If you are pumping it out, and it is not in compliance, then yes, you will have to treat it.
- 16.) Q. Is the silt fence typical or other?  
A. Yes, we will be using standard silt fence. Detailed drawings are in the requisition.
- 17.) Q. Does this road need to be left open throughout the project?  
A. Yes, access must be maintained through and past the project. A few landowners have camps past this site.

WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR: REVISED PER ADDENDUM NO. 1

BUYER CB-23  
 REQ. OR PO NO. DEP 14998  
 SPENDING UNIT  
 WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
 PROTECTION / SPECIAL RECLAMATION



**BUFFALO COAL COMPANY**  
**U-2010-94**

OFFICE OF SPECIAL RECLAMATION	
RECLAIMED PROJECT SITE	
SCALE: NTS	DRAWN BY: SN
DATE: 02/18/10	PROJECT NO.:

BUYER CB-23	REQ. OR PO NO. DEP 14998
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

REVISED PER ADDENDUM NO. 1

WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
<b>PERMIT NAME: <u>BUFFALO COAL COMPANY</u></b>				
<b>PERMIT NUMBER(S): <u>U-2010-94</u></b>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<b><u>MOBILIZATION/DEMOBILIZATION/PROJECT SIGN</u></b> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ _____
2.0	LUMP SUM	<b><u>SPILL CONTAINMENT AREA (S.C.A.)</u></b> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ _____
3.0	LUMP SUM	<b><u>MAIN ACCESS ROAD</u></b> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ _____
3.1	<u>230</u> TN	<b><u>STONE FOR MAIN ACCESS ROAD UPGRADE</u></b>	\$ _____ PER TN	\$ _____
4.0	<u>4</u> EA	<b><u>WET MINE SEAL</u></b>	\$ _____ PER EA	\$ _____
5.0	LUMP SUM	<b><u>BACKFILLING</u></b>	LUMP SUM	\$ _____
6.0	<u>6.0</u> AC	<b><u>REGRADING AND TOPSOILING</u></b>	\$ _____ PER AC	\$ _____
7.0		<b><u>SOIL MATERIAL (this item deleted by Addendum #1)</u></b>		No Bid
8.0		<b><u>REVEGETATION</u></b>		
8.1	<u>6.0</u> AC	<b><u>AGRICULTURAL LIME</u></b>	\$ _____ PER AC	\$ _____
8.2	<u>6.0</u> AC	<b><u>FERTILIZER</u></b>	\$ _____ PER AC	\$ _____
8.3	<u>6.0</u> AC	<b><u>MULCH</u></b>	\$ _____ PER AC	\$ _____
			<b>TOTAL</b>	\$ _____

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14998  
 Project: Buffalo Coal Co., Inc.  
U-2010-94

Bid Date: 07/15/10  
 Pre-Bid Date: 06/17/10

Name : DAVID H. BOWMAN  
 Company: GREEN MOUNTAIN CO  
 Address: 511 50th STREET  
Chas WV 25304

Phone #: 304-925-0253  
 Fax # : 925-9235  
 Email : Jody Maye@AOL.com

Name : Tim Butcher  
 Company: Select Excavating Service LLC  
 Address: P.O. Box 581  
Jane Lee, WV 26378

Phone #: 304-613-9174  
 Fax # : 304-269-5455  
 Email : SelectExcavating@yahoo.com

Name : MIKE WARDWELL  
 Company: EASTERN ARROW  
 Address: PO BOX 4108  
Charleston WVA

Phone #: 304-866-2794  
 Fax # : \_\_\_\_\_  
 Email : EASTERN ARROW@hotmail.com

Name : JACOB MAPEL  
 Company: Anderson Excavating LLC  
 Address: 343 Williams Rd  
Morgantown, WV  
26501

Phone #: 304-983-2296  
 Fax # : 304-983-4755  
 Email : randerson@andersonexcavatingllc.com

Name : GARY LONG  
 Company: McCourt & Son Const.  
 Address: 2790 Centralia Rd  
Sutton WV 26601

Phone #: 304 765-5288  
 Fax # : 304 765-5293  
 Email : \_\_\_\_\_

Name : JAMES ALLEN  
 Company: J.F ALLEN CO  
 Address: P O BOX 2049  
Buckhannon WV  
26201

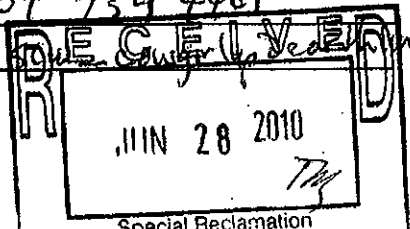
Phone #: 304 472 8890  
 Fax # : 304 472 8897  
 Email : JAMES.ALLEN@JFALLENCO.COM

Name : Don Wendt  
 Company: Utilities Forestry Svc.  
 Address: PO Box 1027  
Clearfield, PA 16830

Phone #: 412-874-0072  
 Fax # : 814-765-5698  
 Email : \_\_\_\_\_

Name : Spencer C Wooddell  
 Company: Coward Up Inc.  
 Address: PO Box 243  
Simpson WVa 26438

Phone #: 304-739-4397  
 Fax # : 304 739 4461  
 Email : \_\_\_\_\_



**MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET**

RFQ # : DEP14998  
 Project: Buffalo Coal Co., Inc.  
U-2010-94

Bid Date: 07/15/10  
 Pre-Bid Date: 06/17/10

Name : Thane Ryder  
 Company: Ryder Contracting Inc.  
 Address: HL 82 Box 199  
Marlinton WV 24954

Phone #: 304-799-4488  
 Fax #: 304-799-4133  
 Email : Rydercontractinginc@citlink.net

Name : Mike GRAY  
 Company: GRALAW Corp  
 Address: 10301 SR #149  
Forest Ave. N.Y. 12827

Phone #: 518-792-3826  
 Fax #: 518-745-8117  
 Email : Gralow Corp @ Yahoo Corp

Name : Brian Hoard  
 Company: Breakaway Const  
 Address: 1075 Old Turnpike Rd  
Sutton WV 26601

Phone #: 304-765-5317  
 Fax #: 304-765-5317  
 Email : \_\_\_\_\_

Name : Bell Bolyard  
 Company: CHARLES E. Bolyard Soudoc  
 Address: 125 EAST HIGHT ST  
KENTWOOD WV 26537

Phone #: 304-329-1330  
 Fax #: 304-329-1571  
 Email : \_\_\_\_\_

Name : LES BOLEN  
 Company: ASPEN CORP  
 Address: 2400 RIVER DR  
DANIELS WV 25832

Phone #: 304-763-4591  
 Fax #: 304-763-4573  
 Email : lbolev@aspengolf.com

Name : Scott Beitzel  
 Company: Robert Beitzel Excavating  
 Address: 20 Lumber City Rd.  
Oakland, MD 21550

Phone #: 301-334-6326  
 Fax #: 301-334-6326  
 Email : Dirt Digger 1975@msn.com

Name : Robert Beitzel  
 Company: Robert Beitzel Excavating  
 Address: 20 Lumber City Rd.  
Oakland Md. 21550

Phone #: 301-334-6326  
 Fax #: 301-334-6326  
 Email : Dirt Digger 1975 @msn.com

Name : Tara Winters  
 Company: Eaton Farm Service  
 Address: P.O. Box 98  
Eaton WV 26716

Phone #: 304-935-3761  
 Fax #: 304-935-3762  
 Email : tina.winter@sscorp.com